

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chris Kovanes, Programs Administrator / 797-1102

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, authorizing to the Mayor to execute an interlocal agreement between Broward County and the Town of Davie providing for the delivery of fire protection and emergency medical services by the Town within a certain portion of unincorporated Broward County known as Pine Island Ridge.

REPORT IN BRIEF: The Interlocal Agreement consists of Broward County compensating the the Town of Davie for supplying the unincorporated community known as Pine Island Ridge with FIRE PROTECTION and EMERGENCY MEDICAL SERVICES.

The Town of Davie has supplied this area for decades with the above mentioned services due to the geographic location of Pine Island Ridge which is located within the Town's boundary. Since the Town erected Service Station Number 64, generally located at the northeast corner of Nob Hill Road and State Road 84, services are rendered to Pine Island Ridge more frequently since this service station can access this area quicker than any of Broward County's service stations which are located outside the Town's boundary.

The Agreement states Broward County will compensate the Town from October 1, 2000 through September 30, 2001 a monthly amount of \$8,393, for a grand total of \$100, 716 once all twelve months are exhausted. For any incidents occurring within the Pine Island Ridge Area, the services rendered will be reimbursed to the Town at a rate of \$225 per call. The above figures were derived from the revenue collected by the County from the Pine Island Ridge Area in past years.

The County has also stated they would continue to provide additional services and backup resources when needed to secure the safety for the citizens of this area.

PREVIOUS ACTIONS: Not Applicable

CONCURRENCES: Not Applicable

FISCAL IMPACT: The Town will receive \$8,393 per month for a total of 12 months (\$100,716, total for the 12 months).

Additional Comments: Not Applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Resolution,
Agreement.

Memorandum from Rick Earle dated Dec. 15, 2000,

Memorandum from Roger Desjarlais County Administrator dated, Dec. 15, 2000

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING TO MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR THE DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY THE TOWN WITHIN A CERTAIN PORTION OF UNINCORPORATED BROWARD COUNTY KNOWN AS PINE ISLAND RIDGE.

WHEREAS, certain portions of COUNTY's unincorporated areas are geographically distant and COUNTY cannot efficiently provide emergency medical and fire protection services directly to these areas; and

WHEREAS, TOWN has the ability and is willing to provide emergency medical services, including Advanced Life Support ("ALS") rescue/transport, to the areas described in Exhibit "A" attached hereto the Agreement and made a part hereof; and

WHEREAS, TOWN further has the ability and is willing to provide fire protection services to these areas; and

WHEREAS, COUNTY agrees to compensate TOWN for the provision of such emergency medical and fire protection services within the areas described in Exhibit "A" in the Agreement; and

WHEREAS, COUNTY AND TOWN have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2001.

Interlocal Agreement

Between

BROWARD COUNTY

and

TOWN OF DAVIE

Providing for

Delivery of Fire Protection and Emergency Medical Services by Town Within a
Certain Portion of Unincorporated Broward County

This Interlocal Agreement is made by and between: BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), and the Town of Davie, a municipal corporation of the State of Florida (hereinafter called the "TOWN").

WHEREAS, certain portions of COUNTY's unincorporated areas are geographically distant and COUNTY cannot efficiently provide emergency medical and fire protection services directly to these areas; and

WHEREAS, TOWN has the ability and is willing to provide emergency medical services, including Advanced Life Support ("ALS") rescue/transport, to the areas described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, TOWN further has the ability and is willing to provide fire protection services to these areas; and

WHEREAS, COUNTY agrees to compensate TOWN for the provision of such emergency medical and fire protection services within the areas described in Exhibit "A," and

WHEREAS, COUNTY and TOWN have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, COUNTY and TOWN do hereby agree as follows:

ARTICLE 1

BACKGROUND, PURPOSE AND INTENT AND DEFINITIONS

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and TOWN to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The respective elected bodies of TOWN and COUNTY find that the method of delivery of emergency medical services ("EMS") and fire protection services described herein is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 2.1 TOWN's ALS rescue/transport units and personnel shall provide comprehensive emergency medical services to residents and visitors within the areas described in Exhibit "A."
- 2.2 TOWN possesses and shall maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity ("CON"), as described in Chapter 3½, Broward County Code of Ordinances and the appropriate State of Florida license enabling TOWN to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 2.3 TOWN shall provide comprehensive fire prevention services, including fire safety inspections, building plan review, new construction inspection, fire code enforcement pursuant to the South Florida Fire Prevention Code, Chapter 52 of the South Florida Building Code, fire investigation, valve checks, water flow tests and fire related public education to the areas described in Exhibit "A."
- 2.4 TOWN shall perform annual fire safety inspections of every commercial and multi-family structure within the areas described in Exhibit "A" and shall provide COUNTY with records of such inspections upon COUNTY's request.
- 2.5 If TOWN is required to request mutual aid to manage a fire or EMS incident within

the referenced area, TOWN shall notify COUNTY of such request.

- 2.6 TOWN shall provide emergency medical and fire protection services in the same manner as it provides such services to TOWN's own residents and visitors.
- 2.7 TOWN agrees to provide an average response time for emergency medical and fire protection services to areas described in Exhibit "A" that is within one (1) minute of the average response time TOWN provides its own residents and visitors. TOWN shall provide upon request from COUNTY, documentation of compliance with response time and other requirements contained herein.
- 2.8 In the event that any properties within the areas described in Exhibit "A" become annexed by TOWN or any other municipality within the term of this Interlocal Agreement, Exhibit "A" shall be automatically revised to reflect the annexation changes and the exclusion of said properties from Exhibit "A."
- 2.9 In the event that any property in the service area becomes annexed by TOWN or other municipality, or if additional development occurs within the defined service area which more than nominally impacts the level of service to be provided by TOWN, the parties agree to commence renegotiation of this Interlocal Agreement on an expedited basis.
- 2.10 The services referenced in this Interlocal Agreement shall be applicable to emergency medical and fire protection services provided by TOWN to that unincorporated area known as PINE ISLAND RIDGE.
- 2.11 TOWN shall utilize COUNTY's communications system for dispatch to all fire and emergency medical incidents.
- 2.12 TOWN agrees to provide and maintain all radios and other equipment needed for its fire department to access COUNTY's communications system.
- 2.13 COUNTY agrees to provide TOWN with full fire and EMS dispatching services via its communications center in the same manner said services are provided to COUNTY and other cities within the Broward County Regional Fire Rescue Communications System.
- 2.14 COUNTY, in accordance with the County-wide hazardous materials mutual aid response plan, shall provide TOWN, as needed, hazardous materials response services equipped and trained to provide specialized response in case of accidental spill or leak of hazardous materials or products.
- 2.15 COUNTY shall provide air rescue services.

- 2.16 COUNTY, in accordance with the County-wide technical rescue mutual aid response plan, shall provide TOWN with technical rescue services with specially equipped and trained personnel.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 The term of this Interlocal Agreement shall commence on October 1, 2000 and shall continue for a term of three (3) years, ending on September 30, 2003.
- 3.2 This Interlocal Agreement may only be terminated as provided for herein or otherwise agreed upon in writing by the parties.

ARTICLE 4

TERMINATION

- 4.1 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if COUNTY or TOWN have filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- 4.2 COUNTY may terminate this Interlocal Agreement in the event TOWN does not maintain the appropriate Class 1 - ALS rescue CON and state license to provide the services hereunder.

ARTICLE 5

DEFAULT

If either party fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of ten (10) days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without

prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 6

COMPENSATION

- 6.1 For the period October 1, 2000 through September 30, 2001, COUNTY shall pay TOWN a monthly amount in arrears of Eight Thousand Three Hundred Ninety-three Dollars and (\$8,393.00) for the provision of emergency medical and fire protection services rendered by TOWN pursuant to this Interlocal Agreement. The monthly amount COUNTY shall pay TOWN for emergency medical and fire protection services rendered by TOWN shall not increase by more than five percent (5%) per year. TOWN shall notify COUNTY, in writing, of any increase no later than February 1st of each calendar year for the period beginning October 1st of that calendar year. In the event that any properties within the area described in Exhibit "A" become annexed by any other municipality within the term of this Interlocal Agreement as described in Section 2.8 above, the parties agree to renegotiate the amount of compensation to be provided to TOWN for the services rendered herein. In the event that all of the properties within the area described in Exhibit "A" become annexed by the TOWN, this Interlocal Agreement shall automatically terminate upon the effective date of the annexation by TOWN of said properties. For services rendered by TOWN pursuant to this section, COUNTY agrees to pay TOWN the monthly payment by the 15th day of the month following the month for which payment is being made.
- 6.2 For any incidents occurring within the Pine Island Ridge unincorporated area identified in Exhibit "A" area prior to the anticipated annexation into TOWN, documented responses to emergency medical or fire protection incidents will be reimbursed to TOWN from COUNTY at a rate of Two Hundred Twenty-five Dollars (\$225.00) per call. This charge will be in addition to the monthly amount paid to TOWN as stated in Section 6.1 above. TOWN shall retain all revenues generated from emergency medical service transports by TOWN within the area identified in Exhibit "A." For services rendered by TOWN pursuant to this section, COUNTY agrees to pay TOWN any amounts due TOWN in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code.
- 6.3 TOWN shall retain all revenues generated by TOWN from performing annual fire inspections within the area identified in Exhibit "A."
- 6.4 TOWN agrees to report their responses to incidents within the unincorporated areas identified in this Interlocal Agreement to COUNTY on a quarterly basis commencing the first quarter after the effective date of this Interlocal Agreement.

TOWN agrees to include in its quarterly reports all addresses where TOWN has responded to an incident.

ARTICLE 7

LIABILITY AND INSURANCE

- 7.1 TOWN and COUNTY shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement.
- 7.2 TOWN and COUNTY shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 7.3 TOWN and COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Interlocal Agreement.
- 7.4 The parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

ARTICLE 8

MISCELLANEOUS

- 8.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 8.2 Merger: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.
- 8.3 Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 8.4 Records and audit: TOWN and COUNTY shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Interlocal Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Interlocal Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Interlocal Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party.
- 8.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the Fire Rescue Division Director or designee for COUNTY, and TOWN's Town Manager or designee for TOWN. In the implementation of the terms and conditions

of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

- 8.6 Recordation/Filing: The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 8.7 Governing Law and Venue: This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 8.8 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or COUNTY elects to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, TOWN and COUNTY agree to cooperate fully with the other to effectuate a smooth transition of services.
- 8.9 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR COUNTY:

Director
Broward County Fire Rescue Division
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

with a copy to:
Edward A. Dion
County Attorney
115 S. Andrews Avenue
Suite 423
Fort Lauderdale, Florida 33301

FOR TOWN:

Town Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314

with a copy to:

Monroe Kiar, Town Attorney
at the same address noted above

- 8.10 **Nondiscrimination:** TOWN's and COUNTY's decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN and COUNTY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement.

- 8.11 **Third Party Beneficiaries:** Neither TOWN nor COUNTY intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

- 8.12 **Performance:** TOWN and COUNTY represent that all persons performing the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the scope of services. Both parties shall perform their respective duties, obligations, and

services under this Interlocal Agreement in a skillful and respectable manner.

- 8.13 Materiality and Waiver of Breach: COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

- 8.14 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.
- 8.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Interlocal Agreement shall prevail and be given effect.
- 8.16 Amendments: Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by COUNTY and TOWN.
- 8.17 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Interlocal Agreement.

The parties agree that none of its officers or employees shall, during the term of this Interlocal Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Interlocal Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Interlocal Agreement. The limitations of this section shall not preclude either party

or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Interlocal Agreement.

- 8.18 Independent Contractor: TOWN and COUNTY are independent contractors under this Agreement. Services provided by the parties shall be by employees, agents or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither TOWN's or COUNTY's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.
- 8.19 Termination of Prior Agreement. That certain Interlocal Agreement between the parties for the provision of emergency medical services, as amended by the parties, shall be deemed terminated and of no further force and effect upon the execution of this Interlocal Agreement by both parties.
- 8.20 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ___ day of _____, 2000, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Chair

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

____ day of _____, 2000.

Approved as to form by
Office of the County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Patrice M. Eichen
Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF
DAVIE PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE
PROTECTION SERVICES BY TOWN WITHIN A PORTION OF UNINCORPORATED
BROWARD COUNTY**

TOWN

ATTEST:

TOWN OF DAVIE, FLORIDA

By: _____
Barbara McDaniel
Acting Town Clerk

By: _____
Harry Venis, Mayor
____ day of _____, 2000.

APPROVED AS TO FORM:

Monroe Kiar, Town Attorney

Exhibit "A"

Those areas of unincorporated Broward County which may be commonly referred to as:

PINE ISLAND RIDGE DEVELOPMENT, and other areas designated by mutual agreement and identified on the attached map.



Department of Safety and Emergency Services

Fire Rescue Division

2601 W. Broward Boulevard
Fort Lauderdale, FL 33312-1308
(954) 831-8200 • FAX (954) 831-8265

December 15, 2000

Mr. Thomas Willi
Interim Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Dear Mr Willi:

Attached please find five originals of the Interlocal agreement to which we have tentatively agreed. I have also included as an attachment, color copies of the Pine Island Ridge area (Exhibit "A") that your Town will be providing protection to under this agreement.

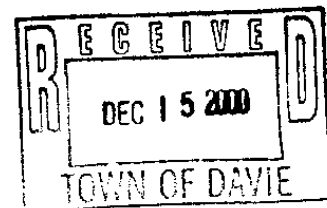
Once your council has approved and signed the five originals, this writer will pick them up and present them to the County Commission for final ratification. Broward County Fire Rescue would like to thank you and your personnel for their continued commitment to the citizens of Broward County.

If you have any questions or concerns regarding this matter, please feel free to contact me at 831-8211.

Sincerely,

Rick Earle
Deputy Fire Chief

c. Roger Desjarlais, County Administrator
Herminio Lorenzo, Director
Robert Hernandez
P. DeYoung, Deputy Chief
Wayne Mailliard, Deputy Chief



H:\DavieCovrLtr.wpd

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services

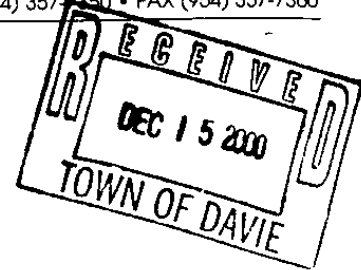
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Kristin D. Jacobs Ilene Lieberman Lori Nance Parrish John E. Rodstrom, Jr.
Visit us on the Internet: www.co.broward.fl.us



County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
(954) 357-7350 • FAX (954) 357-7360

December 12, 2000

Honorable Richard Weiner, Vice Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399



Re: Interlocal Agreement - Fire Rescue Services - Pine Island Ridge

Dear Vice Mayor Weiner:

I am in receipt of your letter of December 1, 2000 with regard to our ongoing negotiations to effect an Interlocal Agreement for provision of services by the Town of Davie to the unincorporated community known as Pine Island Ridge. Thank you for the opportunity to clarify our philosophy and methodology in determining the County's compensation proposal.

As you are aware, there is not always a direct correlation between revenues collected from specific areas and services provided. If services were provided strictly on an "ability to pay" basis, the less affluent portions of our County would be at a distinct disadvantage. The philosophy supporting our fire rescue Interlocal Agreements, including the one presented to the Town of Davie, is that the utilization of existing fire rescue resources is generally more cost effective than supporting stand alone units. This is fundamental to contractual arrangements we are developing with various municipalities within the County.

In an effort to determine a fair and reasonable rate structure, extensive information -- including call volume, call type, unit utilization rates, station locations and service costs -- was reviewed and analyzed by the County's Fire Rescue Division prior to presenting the agreement to the Town of Davie. The amount of revenue generated from a specific area was not a factor that was considered in the rate development model. The model is a generic one that is used for all fire rescue contracts to ensure fair and equitable treatment.

My understanding is that County staff explained our philosophy and methodology when the agreement was presented in September, and that Town representatives were receptive and in general concurrence with the compensation proposal. We therefore anticipated a quick affirmative action from the Town. However, we have not been officially contacted since that time.

In response to the concerns you noted in your letter of December 1:

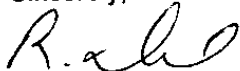
Page Two

1. the County Budget Office has advised that the revenue collected by the County from the Pine Island Ridge area is approximately \$940,000 (\$1,398,323.21 was stated in your letter).
2. The total revenue to the Town would be approximately \$250,000, based on past years of call volume data. \$100,000, which was stated in your letter, is the "readiness" component of the compensation. We assume the Town would incur no additional or increased costs to provide the service.
3. The County would continue to provide additional services and backup resources which are not currently available from the Town, including Hazardous Materials response, Technical Rescue services, additional units for major incidents (including staffed aerial apparatus) and trained command officers, which would allow for the establishment of the required incident command structure for the safe and effective handling of high rise incidents. The County would also provide Air Rescue services and, as the State-designated regional mutual aid and disaster coordinator during major events, would be responsible for the oversight and prioritization of resources. These County responsibilities and services are examples of significant expenses which would continue to be incurred by the County.

It is important to note that the Town was also offered automatic aid from the County to enhance the current level of service experienced in certain portions of the Town (e.g., the northeastern and eastern quadrants, the northwestern portions and the extreme southwest area). Overall, this agreement is designed to fill the service gaps that exist until such time that the Town has the ability to expand direct services. The County remains committed to providing this automatic aid, if requested by the Town.

In the interest of public safety and efficient government, the County remains committed to working out the details of this Interlocal Agreement to both parties' satisfaction. I understand that a follow-up meeting has been scheduled to review this information in more detail. Please contact me if I can be of personal assistance in negotiating this agreement to a mutually-acceptable conclusion.

Sincerely,



Roger Desjarlais
County Administrator

cc: Lori Nance Parrish, District 5 Commissioner
Herminio Lorenzo, Broward County Fire Rescue Division
Rick Earle, Deputy Chief, Fire Rescue Division
✓ Tom Willi, Interim Town Administrator, Town of Davie

rd.1212